

# **EXHIBIT C**

**From:** Thomas Budd <twbudd@cbdm.com>  
**Sent:** Wednesday, November 11, 2020 12:06 PM  
**To:** Finkel, Noah A.  
**Subject:** Re: Zurich Insurance and Jon Nagel

**[EXT. Sender]**

I do at this point. He has asked me to deal with possible settlement which I convinced him makes sense here. I will not represent him in litigation since as you know my firm only represents management and I'm a bit over the hill for litigation. Tom Budd

Sent from my iPhone

On Nov 11, 2020, at 1:00 PM, Finkel, Noah A. wrote:

Thanks Mr. Budd. Do you represent Mr. Nagel?

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**From:** Thomas Budd  
**Sent:** Wednesday, November 11, 2020 11:42 AM  
**To:** Finkel, Noah A.  
**Subject:** Zurich Insurance and Jon Nagel

**[EXT. Sender]**

Dear Mr. Finkel:

My name is Thomas Budd and I'm Counsel to the Management Labor and Employment firm of Clifton Budd & DeMaria located in New York City. However, I moved from New York to North Carolina in late 2010 when I became Counsel to the firm. Recently a former client and present friend asked that I look into the discharge of Jon Nagel by Zurich Insurance. Mr. Nagel was terminated by Zurich days before his 70th birthday ; however, the basis of that discharge is somewhat unclear as it relates to work he did remotely which was required of him by Zurich. Recently Zurich has threatened Mr.Nagel with a lawsuit to recover a Company computer. I'm informed that you are representing the Company.

Before starting a lawsuit I believe it may be in everyone's interest to evaluate the possibility of settlement. A suit to recover the computer would likely involve a defense disclosing material on the computer which Mr.Nagel would need to copy since it arguably involves questionable activities by Zurich which Mr. Nagel brought to the Company's attention.

Mr. Nagel is perfectly willing to enter into a reasonable settlement involving a reasonable severance pay, clearing his record with respect to his termination , protection of Pension rights etc. In exchange he would return the Company Computer and provide assurances that there is no Company material on his personal Computer.

I have not delved further into the terms of a satisfactory settlement until I you have checked with your client as to whether settlement is even in the cards. Thank you.

Thomas W Budd